

## INVITATION TO BID

STATE OF LOUISIANA

DIVISION OF ADMINISTRATION  
OFFICE OF STATE PURCHASING

BIDS WILL BE PUBLICLY OPENED:

**MAY 06, 2004 10:00 AM**

PURCHASING AGENCY NO. : 107001

====> VENDOR NO. :  
SOLICITATION : 2187970  
FILE NO. : K30590S  
OPENING DATE : 05/06/04

====&gt; VENDOR NAME AND ADDRESS

**FILL IN VENDOR NUMBER (FEIN), NAME AND  
ADDRESS ABOVE, BEFORE SUBMITTING BID.****SEE NO. 8 BELOW. RETURN BID TO**2187970 05/06/04 10:00 AM  
K30590SOFFICE OF STATE PURCHASING  
OFFICE OF STATE PURCHASING  
POST OFFICE BOX 94095  
BATON ROUGE, LA 70804-9095

BUYER	:	JOHN COLLINS, CPPB	
BUYER PHONE	:	(225) 342-8031	
DATE ISSUED	:	03/29/04	
REQ. AGENCY	:	264000	FOLD HERE-->
DCRT-OFFICE OF STATE PARKS			
AGENCY REQ. NO.	:	72904108	
ISIS REQ. NO.	:	1260835	
VENDOR PHONE	:		
FISCAL YEAR	:	04	
CLASS/SUBCLASS	:	42040	
SCHEDULED BEGIN DATE	:	00/00/00	
SCHEDULED END DATE	:	00/00/00	
T-NUMBER	:		

**FURNISHINGS AND ACCESSORIES FOR  
SOUTH TOLEDO BEND STATE PARK**

## TO BE COMPLETED BY VENDOR

1. PLEASE REMOVE FROM THIS COMMODITY CODE.
2. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. BID BOND ATTACHED, CERTIFIED CHECK ATTACHED, OTHER, IF REQUIRED.
5. BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

## INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: N/A
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. OR 0% OF BID.
7. DESIRED DELIVERY: 060 DAYS ARO
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

FOLD HERE--&gt;

VENDOR PHONE NUMBER:  
FAX NUMBER:

TITLE

DATE

SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.  
(MUST BE SIGNED)NAME OF BIDDER  
(TYPED OR PRINTED)

<b>STANDARD TERMS &amp; CONDITIONS</b>		<b>INVITATION TO BID</b>	
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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:  
 NA  
 NA  
 NA

13. BID FORMS.  
 ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.  
 ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.  
 BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.  
 BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.  
 THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES.  
 UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.  
 BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.  
 VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS.  
UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.  
UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.  
THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.  
FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.  
IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.  
ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.  
BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.  
ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.  
CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.  
IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:  
 OFFICE OF STATE PURCHASING  
 P O BOX 94095  
 BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING  
 CLAIBORNE BUILDING, SUITE 2-160  
 1201 NORTH THIRD STREET  
 BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

\*\*\*\*\*  
 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.  
 \*\*\*\*\*

\*\*ATTENTION:\*\*

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

3 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES\_\_\_\_\_

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SPECIFY LINE NUMBER(S) : \_\_\_\_\_

  

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: \_\_\_\_\_

  

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES \_\_\_\_\_ NO \_\_\_\_\_

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES \_\_\_\_\_ NO \_\_\_\_\_

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

4 EVERY ITEM BID MUST HAVE SUFFICIENT INFORMATION ENCLOSED WITH THE BID, IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS. THE ABOVE REQUIREMENTS SHALL INCLUDE ITEMS IN WHICH THE BIDDER STATES HE PROPOSES TO FURNISH EXACTLY WHAT IS CALLED FOR IN THE SPECIFICATIONS.

FAILURE TO COMPLY WITH THIS REQUEST WILL ELIMINATE YOUR BID FROM CONSIDERATION.

5 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF

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\$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

- 6 VENDOR MUST INSPECT JOB SITE TO VERIFY MEASUREMENTS AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO BIDDING. IF VENDOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAY-OUT AS DESCRIBED IN THIS BID, OR OTHER FEATURES OF THE SPECIFICATIONS THAT APPEAR TO BE IN ERROR, SAME SHALL BE NOTED ON PROPOSAL. FAILURE TO DO SO WILL BE INTERPRETED THAT BID IS AS SPECIFIED.

VENDOR MAY CONTACT DIONE BOURGEOIS AT (337) 237--964 FOR INFORMATION AND INSPECTION

WHEN: WEDNESDAY APRIL 14, 2004  
 WHERE: SOUTH TOLEDO BEND STATE PARK CABINS  
 TIME: 10:00 AM

VENDOR \_\_\_\_\_ AGENCY \_\_\_\_\_  
 VENDOR SIGNATURE \_\_\_\_\_ AGENCY SIGNATURE \_\_\_\_\_

- 7 ITEMS FURNISHED MUST BE DELIVERED TO THE AGENCY, UNCRATED, SET IN PLACE, INSTALLED, AND ALL DEBRIS REMOVED BY SUCCESSFUL VENDOR.
- 8 BEFORE THIS CONTRACT IS ACCEPTABLE AND COMPLETE, SUCCESSFUL BIDDER SHALL CLEAN UP AND REMOVE FROM THE PREMISES ALL DEBRIS RESULTING FROM HIS WORK, AND SHALL SEE TO IT THAT ALL THE ITEMS FURNISHED ARE LEFT IN GOOD ORDER, CLEAN AND PROPERLY INSTALLED.

SOLICITATION ATTACHMENT TEXT		INVITATION TO BID	
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<p>*****IMPORTANT HIGHLIGHTS*****</p> <p>A MANDATORY SITE VISIT IS REQUIRED.</p> <p>SEE CALENDAR OF EVENTS FOR DEADLINE FOR SUBMITTING REQUEST FOR PRIOR APPROVAL AND INQUIRIES.</p> <p>VENDOR MAY BID ON A SINGLE GROUP OR ALL GROUPS. THE AWARD WILL BE MADE BY GROUPS.</p> <p>THE STATE RESERVES THE RIGHT TO DELETE LINE ITEMS FROM GROUPS</p>			

## PRICE SHEET

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	UNLESS SPECIFIED ELSEWHERE SHIP TO: DCRT-OFFICE OF STATE PARKS SOUTH TOLEDO BEND 120 BALD EAGLE ROAD ANACOCO , LA 71403				
00001	COMMODITY CODE: 420-40-000000  CAPITAL OUTLAY PROJECT FOR SOUTH TOLEDO BEND STATE PARK/MITCHELL ALESHIRE  CONTRACTOR TO SUPPLY LABOR, MATERIALS, SUPPLIES AND ALL INCIDENTALS IN ACCORD WITH THE ATTACHED SPECIFICATIONS FOR FURNISHINGS AND ACCESSORIES AT SOUTH TOLEDO BEND STATE PARK AS FOLLOWS:  GROUP 1 - LOUNGE FURNITURE FREIGHT CHARGES TO BE INCLUDED.  CONTACT PERSON: MITCHELL ALESHIRE 225-342-8111  CAPITAL OUTLAY PROJECT PROJECT #06-264-94-06 (PART 2)  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	JOB	_____	_____
00002	COMMODITY CODE: 420-40-000000  GROUP 2 - TABLE AND CHAIRS FREIGHT CHARGES TO BE INCLUDED.  SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	JOB	_____	_____
00003	COMMODITY CODE: 420-40-000000	1	JOB	_____	_____



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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	GROUP 3 - ACCESSORIES FREIGHT CHARGES TO BE INCLUDED.  SPECIFY BRAND (& NUMBER IF APPLICABLE)  _____				
00004	COMMODITY CODE: 420-40-000000  GROUP 4 - AMENITIES FREIGHT CHARGES TO BE INCLUDED.  SPECIFY BRAND (& NUMBER IF APPLICABLE)  _____	1	JOB	_____	_____
00005	COMMODITY CODE: 420-40-000000  GROUP 5 - FLOOR COVERINGS FREIGHT CHARGES TO BE INCLUDED.  SPECIFY BRAND (& NUMBER IF APPLICABLE)  _____	1	JOB	_____	_____
00006	REQUISITION LINE CANCELLED				

# **FURNISHINGS**

**FOR**

## **SOUTH TOLEDO BEND STATE PARK CABINS SABINE PARISH, LOUISIANA**

Project Number: 06-264-94-06, Part 02

**PREPARED BY:  
DIONE INTERIORS INC.  
LAFAYETTE, LOUISIANA**

**SOUTH TOLEDO BEND STATE PARK CABINS  
SABINE PARISH, LA**

**FURNITURE  
PROJECT MANUAL AND SPECIFICATIONS**

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## MANDATORY REQUIREMENTS AND INSTRUCTIONS TO BIDDERS

NOTICE: Each bidder is solely responsible for the accuracy and completeness of his bid. Errors or omissions may be grounds for rejection, or may be interpreted in favor of the State. The following procedures are mandatory. Variations, if any will be implemented at the sole discretion of the State, and will apply equally to all prospective bidders. In addition to these mandatory administrative requirements, there are other mandatory terms and conditions contained in this invitation for bid, including but not limited to, the General Conditions and the Specifications.

### 1. CALENDAR OF EVENTS

Release ITB	April 1, 2004
Mandatory Site Visit	April 14, 2004
Deadline to receive prior approval/Inquiries	April 21, 2004
Answer inquiries & requests for prior approvals	April 29, 2004
Bid Opening	May 6, 2004

**The State of Louisiana reserves the right to deviate from these dates.**

### 2. Bidder Inquiry Periods

An initial inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The state reasonably expects and requires *responsible and interested* bidders to conduct their in-depth bid review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from the state's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted to LaPAC (\*). If necessary, another addendum will be issued to address the final questions received. Thereafter, all bid documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

\* Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website [www.state.la.us/osp] and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

## **Inquiry Instructions**

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. The state shall only consider written and timely communications from bidders.

Inquiries shall be submitted in writing by an authorized representative of the bidder, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the state. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all perspective bidders.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

John Collins  
Office of State Purchasing  
1201 N. 3<sup>rd</sup>. Street Ste. 2-160  
P.O. box 94095  
Baton Rouge, Louisiana 70804-9095  
Ph. (225) 342-8031  
Fax (225) 342-9060  
E-mail john.Collins@la.gov

Dione Bourgeois  
Dione Interiors  
518 Saint Patrick Street  
Lafayette, Louisiana 70506  
Phone (337) 237-0964  
email: dioneinteriors@eatel.net

3. A complete submittal is required for a bid to be accepted. Bids submitted on forms other than those provided by State Purchasing will not be considered. Each bid must be written in ink or typewritten and signed in ink (i.e. pencil is not acceptable). Any price changes or corrections made on the bid form are to be initialed by the Bidder. One (1) copy of the entire bid should be sealed in the bid envelope, which identifies the bid opening date and time, and the file number. **A complete submittal will include but not be limited to the following:**
- a.) Bidder's Louisiana Contractor's License No. must appear on the bid envelope. Refer to section entitled Contractor's License Requirements outlined elsewhere in this document.
  - b.) A complete set of test reports which verify that the proposed components/ furniture meet or exceed the minimum requirements set forth by ANSI/BIFMAX5.6-1993,X5.1- 19931993X5.7-1991(BIFMA; 2680 Horizon Drive S.E., Suite A-1; Grand Rapids, Michigan 49546). All testing shall be conducted in accordance with the test standard in effect at the time of the test and also to include: **(If not included with the bid, and if requested, bidder shall submit within ten (10) days of request)**
  - c.) Proper and complete Bid Form (four pages), on the format supplied by State Purchasing. **(Required with the Bid)**
  - e.) Completed Typical Specifications Worksheet and completed Bid form format.)  
**Required with the bid**
  - f.) Samples (fabrics, laminates, panels, pedestals, etc.) **If not included with the bid, and if requested, bidder shall submit within ten (10) days of request)**

4. **The successful bidders will be required to provide the following additional items:**
  - a.) One complete set of manufacturer's catalog/literature, which provides specifications, part number and list prices.
  - b.) Complete set of finish options as specified herein for Facility Planning to select State Standards from. Vendors will supply samples of State Standards to User Agencies for their selection.
  - c.) Certificates of Insurance as specified in the General Conditions.
  - d.) The contractor's license number of any subcontractor to be utilized as a result of an award.
5. **The following instructions should be followed for completing the Bid Form.**
  - a.) Fill-in the Bidder information, including name, address, contact person and phone number.
  - b.) Acknowledge receipt of any addenda, by filling in the addendum's number and date.
  - c.) Fill in the bid form documentation :
6. The following instructions should be followed for completing the Specification Check sheet: For each requirement listed on the form, the bidder should note that his bid product complies with the specifications. If the bid product deviates from the requirement in any way, the bidder should note what the particular deviation is.
7. **The following instructions shall be followed for submitting samples and demonstration:**

Within ten (10) days of the state's request, the bidder shall furnish samples of proposed seating. Sample will be furnished at their own expense to:

John Collins  
Office of State Purchasing  
1201 N 3<sup>rd</sup>. Street Ste. 2-160  
P.O. Box 94095  
Baton Rouge, LA 70804-9095
8. When a bidder is submitting more than one bid (this applies to alternates also) they should be submitted as complete and separate packages.
9. Bids will be opened and the prices read aloud at State Purchasing at 10:00 a.m., May 6, 2004. All bids become a matter of public record at that time. By submitting a bid, the bidder specifically assumes any and all risks and liabilities associated with information marked confidential in the bid and the release of that information.
10. The contents of the bid of the successful bidders will become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations may be considered breach of contract.

11. The selected bidder(s) will be required to assume responsibility for all items offered in their bid whether or not he produces them. Further, the State will consider the selected bidder (s) to be the sole point of contact with regard to contractual matters.
12. In accordance with R.S. 37:2163A, Contractor's License Number in the appropriate classifications such as, but not limited to, building construction or the specialty of furnishing and installing fixtures, furniture and instructional equipment, must appear on the bid opening envelope on all projects in the amount of \$50,000.00 or more. All bids not in compliance with this requirement shall be automatically rejected and not read.

The contractor and all subcontractors shall be licensed to do business pursuant to the laws and regulations of the Louisiana Contractor's Licensing Board.

Important: Bidder Contractor's License Number **MUST** appear on the bid-opening envelope.

## INSTRUCTIONS TO BIDDERS

### COMPLETION TIME:

The Bidder shall agree to fully complete the contract in accordance with the installation schedule, subject to such extensions as may be granted under Paragraph 8.3, in the General Conditions and the Supplementary Conditions, and acknowledges that this construction time will start on the date specified in the written "Notice to Proceed" from the Owner.

### ARTICLE 2

### ARTICLE 1

NOT USED

#### DEFINITIONS

#### 1.1 The Bidding Documents include the following:

- Invitation to Bid Cover
- Notice to Bidders
- Instructions to Bidders
- Bid Form
- Other Documents (if applicable)
- Specifications
- Addenda issued during the bid  
Period and acknowledged  
In the Bid Form

1.2 All definitions set forth in the General Conditions of the Contract for furniture are applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued by the Office of State Purchasing and Designer prior to the opening of bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, corrections and prior approvals.

1.4 A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents

1.5 A Bidder is one who submits a bid for a prime Contract with the Owner for the work described in the proposed Contract Documents.

1.6 A Sub-bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.

1.7 Where the word Designer is used in any of the documents, it shall refer to the Prime Designer of the project, regardless of discipline.

### ARTICLE 3

#### BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

3.1.1 He has read and understands the Bidding Documents and his bid is made in accordance therewith.

3.1.2 He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.

3.1.3 His bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda.

3.1.4 His bid is not based on any verbal instructions contrary to the Contract Documents and addenda.

3.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable.

The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.



## ARTICLE 4

### BIDDING DOCUMENTS

#### 4.1 Copies

4.1.1 Bidding Documents may be obtained from the Designer for a deposit as stated in the Advertisement for Bids. The deposit will be refunded as stated in the Advertisement for Bids. No deposits will be refunded on Bidding Documents returned later than ten days after receipt of bids.

4.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Designer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4.1.3 The Owner or Designer in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

#### 4.2 Interpretation or Correction of Bidding Documents

4.2.1 Bidders shall promptly notify the Office of State Purchasing and Designer of any ambiguity, inconsistency or error that they may discover upon examination of the Bidding Documents or of the site and local conditions.

4.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Office of State Purchasing and Designer, to reach him at least three days prior to the advertised time for the opening of bids, excluding Saturdays, Sundays and any other legal holidays.

4.2.3 Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

#### 4.3 Substitutions

4.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitutions shall be allowed after bidding.

4.3.2 No substitution shall be considered unless written request for approval has been submitted by the Proposer and has been received by the Office of State Purchasing and Designer by the deadline for "Prior Approvals" set forth in the Calendar of Events. Each such request shall include the name of the material or equipment for which it is to be substituted and a completed description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the Contract Documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs that may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

4.3.3 If the Office of State Purchasing and Designer approves any proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

#### 4.4 Addenda

4.4.1 Addenda will be mailed or delivered to all who are known by State Purchasing to have received a complete set of Bidding Documents.

4.4.2 Copies of addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

4.4.3 The Owner shall have the right to extend the bid date by up to (7) seven days without the requirement of re-advertising. Any such extension shall be made by addendum issued by the Office of State Purchasing and Designer.

4.4.4 Each Bidder shall ascertain from the Office of State Purchasing and Designer prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

## ARTICLE 5

### BIDDING PROCEDURE

#### 5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on the forms provided by the Office of State Purchasing and Designer.

5.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

5.1.3 Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

5.1.4 Any interlineations, alteration or erasure must be initialed by the signer of the bid or his authorized representative.

5.1.5 Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the proposal informal and shall cause its rejection.

5.1.6 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

5.1.7 The bid shall include the legal name of Bidder and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable under any of the following conditions: (a) Signature on bid is that of any corporate officer or member of a partnership or partnership in commendam listed on most current annual report on file with Secretary of State.

(b) Signature on bid is that of authorized representative of corporation, partnership, or other legal entity and bid is accompanied by corporate resolution, certification as to the corporate principal, or other documents indicating authority.

(c) Corporation, partnership, or other legal entity has filed in the records of the Secretary of State, an affidavit, resolution or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. A bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. The name and license number on the envelope shall be the same as on the Bid Form.

5.1.8 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is

licensed under R.S. 37:2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

#### 5.2 Bid Security – Not applicable

#### 5.3 Submission of Bids

5.3.1 The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder, bid opening date and file number. The envelope shall contain **only one bid form** and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to State Purchasing at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. Such bids shall addressed to:

Office of State Purchasing,  
P.O. Box 94095  
Baton Rouge, Louisiana, 70804-9095

Bid sent by express delivery shall be delivered to:

Office of State Purchasing  
1201 North Third Street  
Room 2-160  
Baton Rouge, Louisiana, 70804

5.3.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in the Advertisement for Bids, or any extension thereof made by addendum.

5.3.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.

5.3.4 Oral, telephonic or telegraphic bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid envelope that have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.

#### 5.4 Modification of Withdrawal of Bid

5.4.1 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.

### ARTICLE 6

#### CONSIDERATION OF BIDS

##### 6.1 Opening of Bids

6.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud, and a tabulation abstract of the amounts of the base bids and alternates, if any, will be made available to Bidders upon written request.

##### 6.2 Rejection of Bids

6.2.1 The Owner shall have the right to reject any or all bids or data required by the Bidding Documents or a bid in any way incomplete or irregular.

### ARTICLE 7

#### POST-BID INFORMATION

##### 7.1 Submissions

7.1.1 At the Pre-Construction Conference, the Contractor shall submit the following information to the Office of State Purchasing and Designer.

7.1.1.1 A designation of the work to be performed by the Contractor with his own forces.

7.1.1.2 A breakdown of the Contract cost attributed to each item listed in the Schedule of Values Form (attached). No payments will be made to the Contractor until this is received.

7.1.1.3 The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.

7.1.1.4 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor

utilizes Louisiana Subcontractors, manufacturers, suppliers and labor.

If Louisiana Subcontractors, manufacturers, suppliers and labor will not be used for the project, the Contractor must provide detailed explanation as to why they will not be used.

7.1.2 The Bidder will be required to establish to the satisfaction of the Office of State Purchasing and Designer the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to such proposed Subcontractor's respective trades. The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's/or Material Supplier's failure to perform. Failure to perform includes a Subcontractor's financial failure, abandonment of the project, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.

7.1.3 Subcontractors and other persons and organizations selected by the Bidder must be used on the work for which they were proposed and shall not be changed except with the written approval of the Owner and the Designer.

### ARTICLE 8

#### 8.1 Bond Not Required

### ARTICLE 9

#### FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

##### 9.1 Form to be Used

9.1.1 Form of the Contract to be used shall be furnished by Office of State Purchasing, a copy of which is bound in the Bidding Documents.

##### 9.2 Award

9.2.1 Before award of the Contract, the successful Bidder shall furnish to the Owner a copy of a Disclosure of Ownership Affidavit stamped by the Secretary of State, a certified copy of the minutes of the corporation or partnership meeting that authorized

the party executing the bid to sign on behalf of the Contractor.

9.2.2 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents.

9.2.3 When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is duly executed.

## **ARTICLE 10**

### **INSURANCE REQUIREMENTS**

10.1 Insurance coverage and minimum limits as specified in "Exhibit A" shall be furnished and required on this project. Vendor shall provide proof of insurance before work can commence.

## **"EXHIBIT A"**

### **INSURANCE REQUIREMENTS FOR VENDORS**

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's bid.

#### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) or equivalent. **"Claims Made" form is unacceptable.**
2. Insurance Services Office Automobile Liability form number CA 0001 or equivalent. The policy shall provide coverage for owned, hired, and non-owned. If an automobile is to be utilized in the execution of this contract, and the vendor does not own a vehicle, then proof of hired and non-owned coverage is sufficient. If no automobiles will be used, then this requirement can be waived.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

#### **B. MINIMUM LIMITS OF INSURANCE**

Vendor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

#### **C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers.

#### **D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

##### **1. General Liability**

a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Vendor, products and completed operations of the Vendor, and premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.

b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.

##### **2. Workers' Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Vendor for the Agency.

##### **3. All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

#### **E. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

#### **F. VERIFICATION OF COVERAGE**

Vendor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### **G. SUBCONTRACTORS**

All coverages for subcontractors shall be subject to all of the requirements stated herein. It is the responsibility of the Vendor to make sure that all subcontractors have adequate insurance coverage.

## BID FORM FORMAT

**TO:**

Office of State Purchasing  
Division of Administration  
State of Louisiana  
Post Office Box 94095  
Baton Rouge, Louisiana 70804-9095

**PROPOSAL FOR:**

Furniture for South Toledo Bend State  
Park Cabins  
Sabine Parish, Louisiana

Project No. 06-264-94-06 Part No. 02

**PROJECT:** Furnish all labor, materials, tools and equipment necessary for furnishings at the South Toledo Bend State Park Cabin as per specifications prepared by Dione Interiors Inc.

The Undersigned, in compliance with your invitation for bids for the project listed above, having examined the specifications and related documents, inspected site and being familiar with all of the conditions surrounding the fulfillment of the contract, hereby proposes to furnish all labor, materials, tools and equipment necessary to complete the above referenced project within the time set forth herein and for the price stated below.

**AWARD AND EXECUTION OF CONTRACT:** When this project is financed partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is duly executed.

If the Bidder is notified of the acceptance of the bid within thirty (30) days after the opening of bids, he agrees to execute and deliver the "Contract Between Owner," a copy of which is attached to the Contract Documents, within ten (10) days after notice from the Owner that the instrument is ready for signature.

If the Bidder fails to complete all requirements for executing the "Contract Between Owner and Contractor" within ten (10) days after notification, the Owner may reject the Bid, and award the contract to the next lowest bidder.

**REJECTION OF BIDS:** The Bidder understands that the Owner reserves the right to reject any or all bids for just cause.

**WITHDRAWAL OF BIDS:** The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids. This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

**COMPLETION TIME:** The Bidder hereby agrees to commence work under this Contract on a date specified in a written "Notice to Proceed" by the Owner and to fully complete the project within the number of days stated in the calendar of events, or within the time as may be extended as stipulated in the Contract Documents.

**THE BIDDER:** hereby declares and represents that he; a) has carefully examined the Bidding Documents, b) has a clear understanding of the Bidding documents, c) has not received, relied on, or based his bid on any verbal instructions contrary to the Contract Documents or any addenda, d) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in accordance with the Contract Documents as prepared by: \_\_\_\_\_ and dated: \_\_\_\_\_

And acknowledges receipt of the following **ADDENDA:**

No. \_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_ Dated: \_\_\_\_\_

1. The lump sum total price for each group stated shall include all permits and governmental fees, licenses, and inspections, all sales, consumer use and taxes of any other nature or kind arising from or pertaining to the work or portions thereof provided by the contractor which are legally enacted at the time the bids are received, whether or not yet effective.

Group 1	Lounge Furniture	\$ _____ (Lump Sum Total – Group 1)
Group 2	Tables and Chairs	\$ _____ (Lump Sum Total – Group 2)
Group 3	Accessories	\$ _____ (Lump Sum Total – Group 3)
Group 4	Amenities	\$ _____ (Lump Sum Total – Group 4)
Group 5	Floor Coverings	\$ _____ (Lump Sum Total – Group 5)

2. Contractor must hold to the price bid for the duration of the contract or 30 days.
3. The owner reserves the right to adjust the quantities to be purchased within 25% percent of the original quantity bid.
4. **THE OWNER RESERVES THE RIGHT TO RETRACT A GROUP OR ITEM FROM A GROUP BASED ON THE TOTAL COST OF THE GROUP.**

("Bid Form Documentation" for each group shall be attached and submitted with bid



**NAME OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTORS LICENSE NUMBER:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TYPED or PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**DATED:** \_\_\_\_\_

## **BID FORM DOCUMENTATION**

## GROUP 1 LOUNGE FURNITURE

[illegible]

**Note:** Refer to group number, floor plans and master code list for overall quantities and layouts. Floor plans supercede any other documents. Errors, inconsistencies or omissions discovered should be reported to the architect/designer at once.

## GROUP 2 TABLES AND CHAIRS

**Note:** Refer to group number, floor plans and master code list for overall quantities and layouts. Floor plans supercede any other documents. Errors, inconsistencies or omissions discovered should be reported to the architect/designer at once.

### GROUP 3 ACCESSORIES

[illegible]

**Note:** Refer to group number, floor plans and master code list for overall quantities and layouts. Floor plans supercede any other documents. Errors, inconsistencies or omissions discovered should be reported to the architect/designer at once.

## GROUP 4 AMMENITIES

**Note:** Refer to group number, floor plans and master code list for overall quantities and layouts. Floor plans supercede any other documents. Errors, inconsistencies or omissions discovered should be reported to the architect/designer at once.

## **GROUP 5 FLOOR COVERINGS**

[illegible]

Note: Refer to group number, floor plans and master code list for overall quantities and layouts. Floor plans supercede any other documents. Errors, inconsistencies or omissions discovered should be reported to the architect/designer at once.

## **GUIDELINES AND SUMMARY**

### **CONTRACT DOCUMENTS:**

- A. Project:
  - 1. State Project # 06-264-94-06, Part 02, Furniture
- B. Buildings
  - 1. Cabins – Two Bedroom
  - 2. Visitors Center
  - 3. Maintenance Building
- C. Reference Materials
  - 1. Master Code List
  - 2. Groups
  - 3. Specifications

### **SCOPE:**

- A. Work consists of furnishing, delivering and installing freestanding lounge seating, occasional tables, folding tables, stacking chairs, kitchen table and wood chairs and other furnishings specifically indicated on the master list and specifications.

### **DESIGNER:**

- A. Dione Interiors Inc.  
518 Saint Patrick Street  
Lafayette, Louisiana 70506  
Phone: (337) 237-0964

### **PROJECT CONTACTS:**

- A. Dione Bourgeois, Dione Interiors Inc.  
Email: [dioneinteriors@eatel.net](mailto:dioneinteriors@eatel.net)  
Phone: 337-237-0964
- B. John Collins, State Purchasing Officer  
Email: [john.collins@la.gov](mailto:john.collins@la.gov)  
Fax: 225-342-8688  
Phone: 225-342-8031

### **BIDDER INQUIRIES:**

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. Only those transactions, which are in writing and issued by the Office of State Purchasing or the Designer may be considered as valid. Likewise, the state shall only consider communications from bidders, which are in writing.

Inquiries must be submitted in writing, clearly cross-referenced to the relevant ITB section, up to and including the date specified in the Calendar of Events. Answers to questions that change or substantially clarify the ITB will be affirmed in writing by addendum and provided to all prospective bidders.

Inquiries concerning this ITB must be submitted to both parties below and may be mailed, faxed or e-mailed to:



Dione Interiors Inc.  
Attn: Dione Bourgeois  
518 Saint Patrick Street  
Lafayette, LA 70506  
Phone: (337) 237-0964  
E-Mail: [dioneinteriors@eatel.net](mailto:dioneinteriors@eatel.net)

Office of State Purchasing  
Attn: John Collins  
P O Box 94095  
Baton Rouge, LA 70804-9095  
Fax: (225) 342-8688  
E-Mail: [john.collins@la.gov](mailto:john.collins@la.gov)

**BIDDING PROCEDURE:**

- A. All bids must be submitted on the forms provided for this purpose and must be filled out with ink or typewritten and signed in ink. Any interlineations, alteration or erasure must be initialed by the signer of the bid.
- B. Bidder shall assume full responsibility for timely delivery to the location designated for receipt of bids. Any bids received after the designated opening time will be returned unopened.

**ADDENDA:**

- A. ADDENDA: Addenda modifying invitation for bids shall not be issued within a period of three working days prior to the advertised time for the opening of bids, excluding Saturdays, Sundays and any other legal holidays. If the necessity arises to issue an addendum modifying an invitation for bid within the three working day period prior to the advertised time for the opening of bids, then the opening of bids shall be extended exactly one week, without the requirement of re-advertising. Addenda shall be sent to all prospective bidders known to have received an Invitation for Bid.
- B. Receipt of all Addenda issued shall be acknowledged in bid proposal and/or returned with bid proposal.

**REQUIRED OF ALL BIDDERS:**

- A. The following shall be required and should be submitted with bid proposal:
  - 1. Written verification and documentation of manufacturer's representative.
  - 2. Resume, including Bidder's experience with respect to product being bid in terms of years and volume.
  - 3. Written verification and documentation of Vendor's five (5) comparable installations.
  - 4. Bidders Louisiana Contractors License No.
  - 5. Listing of services available.
  - 6. Any other vendor/manufacturer qualifications as stated throughout this bid document.

**REQUIRED OF ALL BIDDERS REQUESTING PRIOR APPROVAL:**

- A. Prior approval is required for any product being bid, other than the specific brand(s) and model number(s) specified herein. Any manufacturer's name, trade name, brand name or catalog number used in the specification is for the purpose of describing the quality, level and characteristics required.
1. Product literature and brochures fully illustrating the product(s) and identification of brand, product name and model number. Finish samples, including fabric, shall be submitted.
  2. Product specifications and technical data with any deviations from these specifications highlighted and explained. Any change made to manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer.
  3. Product sample if requested, within ten (10) days at the Bidder's own expense.
  4. Complete and certified set of test reports which verify that the proposed components/furniture meet or exceed the minimum requirements set forth by ANSI/BIFMA X-5.6-1993, X5.1-1993, X5.7-1991 (BIFMA; 2680 Horizon Drive S.E., Suite A-1; Grand Rapids, Michigan 49546). All testing shall be conducted in accordance with the test standard in effect at the time of the test.
  5. It is incumbent upon the bidder to establish that any product submitted for prior approval meets or exceeds the specifications herein and that service, dealer and manufacturer requirements can be satisfied.
  6. Products submitted for consideration of equals for specific items, must clearly state which item is being considered as an equal. This does not constitute a blanket approval of submitted product for unstated items.

**REQUIRED OF SUCCESSFUL BIDDER:**

- A. Samples for Initial Selection: Manufacturer's color charts consisting of units or sections of units showing the full range of finishes, colors, textures, and patterns available for each exposed material. This information shall be provided within 5 working days of "Notice to Proceed."
- B. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below and of same thickness and material indicated for the work. If finishes involve normal color and texture variations, include sample sets showing the full range of variations expected. This information shall be provided within 5 working days of "Notice to Proceed."
1. Upholstery Fabric: Full-width Sample, not less than 36 inches (900 mm) long, with fabric treatments applied. Show complete pattern repeat. Mark top and right side.
  2. Plastic Laminate: Manufacturer's standard-size unit, not less than 3 inches (75 mm) square.
  3. Baked-On Coating Finishes: Manufacturer's standard-size unit, not less than 3 inches (75 mm) square.

4. Wood Stain: Manufacturer's standard-size unit, not less than 3 inches (75 mm) square.
- D. Maintenance Data: For systems furniture and seating to include in maintenance manuals. This information shall be provided prior to completion of installation. Include the following:
1. Methods for maintaining upholstery fabric.
  2. Precautions for cleaning materials and methods that could be detrimental to finishes and performance.
  3. Dispose of all delivery and installation debris, including packing materials. Use of General Contractors' dumpsters is prohibited unless an agreement is reached between the Furniture Vendor and the General Contractor.

**NOTIFICATION OF MANUFACTURER'S CHANGES:**

- A. Notification of Manufacturer's Changes: The Vendor at ANY TIME prior to placement of order with manufacturer, after order has been placed with manufacturer, and/or during delivery of order shall notify the end user immediately in writing of ANY proposed change. Changes include, but are not limited to the following: catalog designations, description of functions and components, conflicts in specification data, manufacturing procedures, dimensions, installation and/or delivery procedures, testing procedures, and finish and/or fabric color changes. The Vendor shall NOT place an order with the manufacturer until the change is reviewed and approved by way of modification to the contract by the end user.

**MATERIAL AND WORKMANSHIP:**

- A. The furniture described herein shall be of first grade materials conforming to standards of the best commercial practices. The structural design shall be such as to ensure a strong rigid frame, and the workmanship shall be first class in all respects. The furniture shall be free of any defects, which might affect the durability, serviceability or appearance.
- B. All items will be subject to inspection after delivery as to grade and/or quality. If any item is inspected and fails to meet the specifications, the cost of the inspection will be deducted from the Vendor's contract and any deliveries already made will be held for the Vendor's disposition or returned to the Vendor via freight collect. If the Vendor fails to make satisfactory replacement within a reasonable time, the Owner reserves the right to cancel the item and to purchase it elsewhere, deducting the increase in price and cost of handling, if any, from the Vendor's (making the original unsatisfactory delivery) contract.
- C. Specification materials supplied are subject to laboratory tests on arrival before acceptance. Products not conforming to qualitative requirements shall be rejected, and all costs, including laboratory test, shall be assessed against the Bidder.
- D. It is required, that the furniture furnished be the manufacturer's top quality as required by the State of Louisiana General Office Use, as supplied to its general trade, as listed in its most current catalog and specification literature, and the furniture conform in all requirements stated in this specification.

- E. Reference to any brand is not intended to exclude any Bidder from offering alternatives, but rather to establish the standard of quality the State wishes to attain by addressing pertinent elements. All alternatives must be submitted to the Designer for Prior Approval by the deadline established in the Calendar of Events.
- F. Unless specifically noted in detailed specifications, the following shall apply: Finished products and all components shall be guaranteed for normal use against defects and failure in materials, workmanship, and performance. The guarantee shall be in accordance with the manufacturer's standard warranty except that in no event such coverage is for less than five (5) years on the finished product or any component. Defective furniture shall be repaired or replaced during the warranty period at no cost to the State of Louisiana for parts and labor.
- G. New Products: Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document.
- H. Pre-installation Conference: Conduct conference at project site to comply with requirements of Division 1 section "Project Meetings".

**BID GROUPS / ITEMS:**

**GROUP 1      LOUNGE FURNITURE**

CLUB CHAIR  
SLEEPER SOFA - QUEEN

**GROUP 2      TABLES AND CHAIRS**

BREAK ROOM TABLE  
FOLDING TABLE  
KITCHEN CHAIR - WOOD  
KITCHEN TABLE - WOOD  
OCCASIONAL TABLE - END  
OCCASIONAL TABLE - COFFEE  
STACK CHAIR - METAL

**GROUP 3      ACCESSORIES**

- I.      ARTWORK
- II.     MIRRORS

**GROUP 4      ACCESSORIES**

- III.    CLOCKS
- IV.    LAMPS
- V.     FIRE PLACE TOOLS
- VI.    FISHING GEAR RACKS
- VII.   OUTDOOR CHAIRS

## **GROUP 5      FLOOR COVERINGS**

### **VIII      AREA RUG**

#### **SPECIFICATION / CLARIFICATION:**

- A. All fabric (including C.O.M. = customers own material) for seating shall be provided by bidder.
- B. Substitutions or equals will be considered for seating fabrics.
- C. Fabric substitutions or equals must be submitted for prior approval as per "Instructions to Bidders, 4.3.2."
- D. All bid specifications must be met regardless if manufacturer is listed as equal.
- E. Any areas with critical dimensions must be verified on site by dealer.

#### **AWARDING OF CONTRACTS:**

- A. Contracts consist of five (5) Groups\*:
  - 1) Group 1 – Lounge Furniture
  - 2) Group 2 – Tables and Chairs
  - 3) Group 3 – Accessories
  - 4) Group 4 – Amenities
  - 5) Group 5 – Floor Coverings

\*The intent of groups is to maintain continuity of finishes, style and details.

- B. Contract will be awarded on a group-by-group basis. Contract will be awarded to the lowest responsive bidder of each group.
- C. Bidders may bid on a single group or all groups. All items within a group must be included in the bid. Partial group bids will not be accepted. The owner reserves the right to retract a group or item from a group based on the total cost of the group.
- D. A furniture binder illustrating all furniture items is available for review at designer's office. Appointment must be made to schedule review: One (1) review per bidder. Designer/specifier **will not** be available for questions or meetings.

#### **GLOSSARY OF TERMS**

- A. Nominal – within + or "- .25-inches of dimension listed
- B. Acceptable Tolerance – as per industry standards.

## **CONTRACT CLOSEOUT**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General Conditions and other Division –1 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
  - 1. Inspection procedures.
  - 2. Project record document submittal.
  - 3. Operating and maintenance manual submittal.
  - 4. Submittal of warranties.
  - 5. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions –2 through –16.

#### **1.3 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - a. If 100 percent completion cannot be shown, include a separate typed list on the contractor's letterhead of incomplete items, the value of the incomplete construction, and reasons the Work is not complete. The Architect will not initiate an inspection without this list from the contractor.
  - 2. Advise Owner of pending insurance change-over requirements.
  - 3. Submit specific warranties, maintenance agreements, final certification and similar documents.
  - 4. Obtain and submit releases enabling the Owner unrestricted use of the furnishings.
  - 5. Submit record drawings (as-built drawings), maintenance manuals and similar final record information.
  - 6. Deliver tools, spare parts, extra stock, and similar items.
  - 7. Complete final clean up requirements.
- B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Furnishings contractor of unfilled requirements. Contractor and Architect will conduct a walk-through inspection, compiling a punch list. The Architect will prepare the Certificate of Substantial Completion following an acceptable inspection, or advise the Contractor of

construction that must be completed or corrected before the certificate will be issued.

1. The Architect will repeat inspection when requested and assured that the Work has been substantially completed.
2. Results of the completed inspection will form the basis of requirements for final acceptance.
3. Should the Architect be caused to repeat inspections after substantial completion, the Owner may deduct the expense of any additional inspections from the contract amount.

#### **1.4 FINAL ACCEPTANCE**

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted.
  2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.
  4. Inspections after the substantial completion inspection and after one succeeding check of this inspection will be treated as per Section 1.3, Item B, No. 3. of this specification section.
- B. Final Inspection Procedure: The Architect will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.
1. Upon completion of the final inspection, the Architect will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
  2. If necessary, reinspection will be repeated and the contractor shall be bound to the requirements of Section 1.3, Item B, No. 3. of this specification.
- C. The contractor will continue to service the project for a period of forty-five (45) days after completion to provide minor adjustments as required.

#### **1.5 RECORD DOCUMENT SUBMITTALS**

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
- B. Maintenance Manuals: Organize operating and maintenance data into two (2) suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

1. Emergency instructions.
2. Spare parts list.
3. Copies and warranties.
4. Wiring diagrams.
5. Recommended "turn around" cycles.
6. Inspection procedures.
7. Shop Drawings and Product Data.

## **PART 2 – PRODUCTS (Not Applicable)**

## **PART 3 – EXECUTION**

### **3.1 CLOSEOUT PROCEDURES**

- A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
1. Maintenance manuals.
  2. Record documents.
  3. Spare parts and manuals.
  4. Tools.
  5. Identification systems.
  6. Cleaning.
  7. Warranties and bonds.
  8. Maintenance agreements and similar continuing commitments.

### **3.2 FINAL CLEANING**

- A. Cleaning: Trash and debris should be removed from the site on a daily basis. Installers shall clean any marks, smudges, adhesive, etc. from furnishing prior to request for review.
- B. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- C. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.



## **FURNITURE DESCRIPTIONS AND SPECIFICATIONS**

**INCLUDES:**

**FURNITURE SPECIFICATIONS**

**ACCESSORIES / AMENITIES SPECIFICATIONS**

➤ Framed Artwork Outline

**SOUTH TOLEDO BEND STATE PARK  
SABINE PARISH LOUISIANA  
STATE PROJECT NO.: 06-264-94-06, PART 02**

**BREAK ROOM TABLE**

**Manufacturer:** KI or approved equal.  
**Series / Mfg. #:** Portico # PR4FX  
**Base Style :** Fixed; LX  
**Powder Coating Finish:** #BL - Black  
**Plastic Laminate:** LSC - Select Cherry  
**Edge Profile:** #56B (1 1/4" Round Bullnose)  
**Vinyl Edge:** #EBL - Black  
**Total Qty.:** 1

General Description: Round, freestanding table with fixed steel base, high-pressure laminate top and vinyl bullnose edge.

Dimensions: Nominal - 48"DIA, 29"H

Top construction: Tabletop shall be constructed of an industrial grade particleboard core, approximately 1.125" thick; with a phenolic moisture protective backing sheet and the finished surface shall be a commercial grade, high-pressure laminate;

Edge: Edge banding shall consist of high-impact resistant color-impregnated vinyl edge. Extruded Bullnose edges are "t" shaped with serrations that are mechanically locked into the table edge around the perimeter. Tops shall be pre-drilled to receive fixed steel base.

Base: Fixed base with a 14-guage, 1 3/4" round steel upright columns; 16-guage 1 3/4" x 7/8" elliptical steel foot tubes.

Base finish: Electrostatically applied epoxy powder coating.

**SOUTH TOLEDO BEND STATE PARK  
SABINE PARISH LOUISIANA  
STATE PROJECT NO.: 06-264-94-06, PART 02**

**CLUB CHAIR**

**Manufacturer:** Flexsteel Commercial *or approved equal*  
**Series / Mfg. #:** C036-10  
**Wood Finish:** Majestic Cherry B  
**Fabric:** Flexsteel's "Woven Crypton 'Eden' " Edition  
**Flexsteel's Code:** # C29-60  
**Source Mnf:** CF Stinson  
**Pattern:** 61096 Heirloom  
**Color:** Vintage  
**Total Qty:** 38

General Description: Transitional style club chair, with flared upholstered arms, arched back, fully upholstered with straight back, continuous back cushion, one removable seat cushion and exposed square wood legs.

Dimensions: Nominal - OA: D 35" W 34" H 34" Arm Height: 25" Seat D 21" Seat W 21" Seat H 21 1/2"

Frame and Arm Construction: Frame shall be constructed of 3/4" 5-ply furniture grade plywood. Frames joints shall be glued and screwed at stress points. Hardwood corner blocks shall also be glued and screwed into place. Arms shall be padded with a polyester material with not less than a 44-pound compression and shall be covered with a continuous layer of low-melt fiber mesh.

Back Construction: Back of club chair shall be supported by heavy gauge springs stabilized laterally. The padding for the back shall consist of a high-density core with a compression of not less than 13 pounds with and additional piece of high-density foam laminated for lumbar support. The face of the assembly shall be covered with a continuous layer of poly-fiber and the back of the assembly shall be covered with a woven backing.

Seat Construction: Seat of chair shall be supported by heavy gauge springs laterally secured and shall be additionally fastened to the frame. The padding for the seat shall be not less than 5-inches thick and consist of a high-density core with a compression of not less than 31 pounds. The face of the assembly shall be covered with two continuous layers of poly-fiber and the back of the assembly shall be covered with a woven backing.

Exposed Wood: Exposed kiln-dried solid maple wood legs.

**SOUTH TOLEDO BEND STATE PARK  
SABINE PARISH LOUISIANA  
STATE PROJECT NO.: 06-264-94-06, PART 02**

**FOLDING TABLE**

**Manufacturer:** KI or approved equal.  
**Mfg. #:** Heritage Folding Table #SH6  
**Metal:** Black #BL  
**Plastic Laminate:** Select Cherry #LSC  
**Edge:** Black #EBR  
**Total Qty.:** 15

General Description: Rectangular, freestanding folding table with high-pressure laminate top and vinyl edge.

Dimensions: Nominal - 72"W 18"D 29"H

Top construction: Tabletop shall be constructed of an industrial grade particleboard, approximately .75" thick with a moisture protective backing sheet and the finished surface shall be a commercial grade, high-pressure laminate, minimum .030-inches thick. Edge banding shall consist of high-impact resistant color-impregnated vinyl edge. Extruded Bullnose edges are "t" shaped with serrations that are mechanically locked into the table edge around the perimeter. Tops shall be pre-drilled to receive folding base.

Folding Leg Construction: Folding legs are to be approximately 1.", 18 gauge steel minimum with seam welded tubular steel and a knifelocke hinge. Steel end caps shall also be brazed in place and polished smooth.

Apron: The 18-gauge, 2 1/2" die formed apron shall be one piece, roll form construction.

**KITCHEN CHAIR - WOOD**

**Manufacturer:** Flexsteel or approved equal.  
**Mfg. #:** C2034-10  
**Finish:** Clear Coat (to match natural oak table)  
**Total Qty.:** 114

General Description: Solid wood frame schoolhouse style armless chair with framed vertical wood slat back and contoured wood seat.

Dimensions: Nominal - 17.5"W 19"D 35"OH 18.5"SH

Frame: Lumber shall be select grade kiln-dried hardwood. Back posts and front legs shall be machined from 6/4 stock and posts shall be steam bent. Seat rim and leg stretcher shall be 4/4 stock and steam bent with back rails machined from 5/4 stock.

Frame construction: Solid lumber frame with wood dowel or mortise and tenon joints that are glued. Hardwood corner blocks shall also be glued and screwed into place with and additional lag bolt through to the front legs. Wood stretchers shall be attached to the front legs by mortise joint and shall be glued and screwed. Solid wood contoured wood seat shall be attached to back post with double lag bolts. Top and bottom rails attached to back post shall use double dowels and glued. Back slats shall be inserted into mortises machined into back rails. Seat panel shall be attached to seat frame with screws. Chair legs shall have nylon nail glide inserted into each leg.

Finish: All tables are finished using the highest quality N.G.R. (non-grain raising) stains, sealers, and pre-catalyzed lacquer, with a finished result that is suitable for cleaning with water and detergents.

**SOUTH TOLEDO BEND STATE PARK  
SABINE PARISH LOUISIANA  
STATE PROJECT NO.: 06-264-94-06, PART 02**

**KITCHEN TABLE - WOOD**

**Manufacturer:** Adden or approved equal.  
**Mfg. #:** TR 02  
**Finish:** KT-1: Natural Oak  
**Total Qty.:** 19

General Description: Rectangular, freestanding solid hardwood Parsons style table.  
Dimensions: Nominal - 72"W 36"D 28"H  
Top construction: Tabletop shall be a minimum of 1 1/4" solid oak hardwood butcher block with softened, radius corners.  
Base Construction: The base shall be approximately 1 3/4" thick solid oak with a 3 1/2" - 4" column jointed with wood dowels glued to upper and lower metal support "spiders". The support cross rail shall be fastened mechanically at each end with concealed hardware.  
Finish: All tables are finished using the highest quality N.G.R. (non-grain raising) stains, sealers, and pre-catalyzed lacquer, with a finished result that is suitable for cleaning with water and detergents.

**OCCASIONAL TABLE - END**

**Manufacturer:** Flexsteel or approved equal  
**Series:** Lacosta  
**Mfg. #:** 6930  
**Finish:** Majestic Cherry B  
**Total Qty.:** 19

General Description: Square, freestanding mission style table with four legs and a bottom shelf.  
Dimensions: Nominal - 27"W 27"D 22"H  
Top construction: Frames shall be of kiln-dried, solid oak hardwood with double-doweled joints. Corners shall be reinforced with glue and screw attached blocking at all corners. Decorative elements shall be glued and fastened into place.  
Top and Bottom Shelf Construction: The tabletop and bottom shelf shall be a MDF board, or equal material, with a hardwood veneer to match the table frame.  
Finish: All tables are finished using the highest quality N.G.R. (non-grain raising) stains, sealers, and pre-catalyzed lacquer.

**SOUTH TOLEDO BEND STATE PARK  
SABINE PARISH LOUISIANA  
STATE PROJECT NO.: 06-264-94-06, PART 02**

**OCCASIONAL TABLE - COFFEE**

**Manufacturer:** Flexsteel *or approved equal*  
**Series:** Lacosta  
**Mfg. #:** 6930  
**Finish:** Majestic Cherry B  
**Total Qty.:** 19

General Description: Square, freestanding mission style table with four legs and a bottom shelf.

Dimensions: Nominal - 50"W 24"D 15"H

Top construction: Frames shall be of kiln-dried, solid oak hardwood with double-doweled joints. Corners shall be reinforced with glue and screw attached blocking at all corners. Decorative elements shall be glued and fastened into place.

Top and Bottom Shelf Construction: The tabletop and bottom shelf shall be a MDF board, or equal material, with a hardwood veneer to match the table frame.

Finish: All tables are finished using the highest quality N.G.R. (non-grain raising) stains, sealers, and pre-catalyzed lacquer.

**STACK CHAIR - METAL**

**Manufacturer:** KI *or approved equal*.  
**Mfg. #:** Maestro  
**Metal Frame:** Bright Chrome Finish  
**Seat Shell:** Juniper #JU  
**Total Qty.:** 60

General Description: Sled-based, metal frame with a solid polypropylene armless shell stack chair.

Dimensions: Nominal – 19.25 "W 21.25 "D 17.5" SH OH 31.5"

Frame Construction: Chair frame shall consist of approximately 7/16-inch diameter solid steel rod. Metal surfaces shall be cleaned and finished with a duplex, nickel-chrome plating process.

Glides: Clear, injection-molded polycarbonate glides.

Seat & Back: Injection-molded polypropylene contoured seat and back. Seat and back shall wrap around back sides, front and front sides seat of frame. Back features a contoured handle for lifting and stacking the chair.

**SOUTH TOLEDO BEND STATE PARK  
SABINE PARISH LOUISIANA  
STATE PROJECT NO.: 06-264-94-06, PART 02**

**SLEEPER SOFA – QUEEN SIZE**

**Manufacturer:** Flexsteel Commercial *or approved equal*  
**Series / Mfg. #:** C1079-44  
**Finish:** Majestic Cherry B  
**Fabric:** Flexsteel's "Woven Crypton 'Eden' " Edition  
**Flexsteel Code:** #C27-60  
**Source Mnf:** CF Stinson  
**Pattern:** 61096 Heirloom  
**Color:** Vintage  
**Total Qty.:** 19

**General Description:** Transitional style sleeper sofa, with flared upholstered arms, arched back, fully upholstered with straight back, continuous back cushion, removable seat cushions and exposed square wood legs.

**Dimensions:** Nominal - OA: D 35" W 81" H 35" Arm Height: 23" Seat: D 21.5" W 68" H 18.5"

**Construction:** Frame shall be constructed of 3/4" 5-ply furniture grade plywood. Frames shall have a lap-joint construction and shall be glued and screwed at stress points. Hardwood corner blocks shall also be glued and screwed into place.

**Back Construction:** Back of sofa shall be supported by heavy gauge springs stabilized laterally. The padding for the back shall consist of a high-density core with a compression of not less than 13 pounds with an additional piece of high-density foam laminated for lumbar support. The face of the assembly shall be covered with a continuous layer of poly-fiber and the back of the assembly shall be covered with a woven backing.

**Seat Construction:** Seat of sofa shall be supported by heavy gauge springs laterally secured and shall be additionally fastened to the frame. The padding for the seat shall be not less than 3 1/2-inches thick and consist of a high-density core with a compression of not less than 31 pounds. The face of the assembly shall be covered with a continuous layer of poly-fiber and the back of the assembly shall be covered with a woven backing.

**Exposed Wood:** Exposed kiln-dried solid maple wood legs.

**Mattress:** Queen size innerspring mattress not less than 5-inches thick and 72-inches long shall be covered with at least 1/2" quilted pattern of fire retardant foam over not less than 1-inch foam filler and a coil insulator pad. Edge welting to be covered in same color as gray mattress ticking. All mattresses shall be manufactured to meet or exceed the requirements of U.S. Flammability Specification DOC FF4-72 as revised and the mattress ticking shall be certified that it passes NFPA 701 Small Scale and MVS 302 tests.

**Sleeper Mechanism:** The folding mechanism shall consist of semi-tubular heavy gauge steel with a pivotal action hinge, pivotal locking leg tube and nylon washers. The front-leg system shall be one-piece with smooth exposed edges and a one-piece crossover tube leg. Bed-secure construction to prevent bed from tilting at the contoured head section. Sleeper decking to be covered in not less than 5-ounce polypropylene with seat cross wires and dual welded crossties.

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<b>GROUP 4 - Amenities</b>				
<b>III Clocks</b>				
	<i>Cabins - Kitchen Area</i>		19 Clocks	Ikea: "Mastig" Wall clock; OR EQUAL 11 1/2" diameter, Solid Birch Frame, Clear Lacquer finish with white face and large black numbers; black clock hands for hours, minutes and seconds Website: www.ikea.com
<b>IV Lamps</b>				
	<i>Living Areas</i>		19 Lamps (Living Area)	Lowes: Ashley Lighting Aged Silver Scroll Table lamp - Model #D2773SLV; Item Number: #195350 OR EQUAL Table Lamp approximately 29" height, Antique silver finished Cast Iron, 3-leg scroll design; Woven bamboo linen shade and coordinating finial Website: www.lowes.com
	<i>Bedrooms</i>		38 Lamps (Bed Rooms)	Lowes: Ashley Lighting 22" Iron Scroll Accent Lamp - Model #D335AI; Item Number: #50788 OR EQUAL Table Lamp approximately 22" height, casual rust-finished iron, antique white crinkle paper shade and coordinating finial Website: www.lowes.com
<b>V Fire Place Tools</b>				
	<i>Fireplace</i>		19 Fire Place Tools	Sears - SKU Number: F1126UP; OR EQUAL 5-piece fireplace tool set wrought iron construction. Include tongs, shovel, poker, brush and +/- 20"H stand website: www.sears.com

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<u>Building</u>	<u>Plan ID</u>	<u>Location</u>	<u>Qty</u>	<u>Item Description &amp; Image Size</u>	
Cabins 4, 8, 14, 16	"E" Series			Frame Mnf.: FramERICA - Model Number: # BW 26004; Walnut - Rustic Pine	Dk.
	E1	Over Fireplace	1	Barron Postmus: "Refreshing Pause"; Image 28" x 22" (V)	
	E2	Over Sofa	1	Raymond L. Knaub: "Towards Twilight"; Image 24" x 36" (H)	
	E3	Bed Room	1	Michael Workman: "Red Tags"; Image 19" x 21 1/2" (Sq) Matt: Mnf. Artique Item #A4800 - approx. 3" uniform around image	
	E4	Bed Room	1	Michael Workman: "Brood Mares"; Image 16" x 32" (H) Matt: Mnf. Artique Item #A4800 - approx. 3" uniform around image	
		Series C Total	4		
		No. of Cabins	4		
		total:	16		



Project Information

South Toledo Bend State Park  
Sabine Parish  
Anacoco, Louisiana

State Project Number

06-264-94-06, Part 02

Reference:

**MANDATORY SITE VISIT  
DRIVING DIRECTIONS**

To South Toledo Bend State Park from Leesville, Louisiana

Travel north from Leesville on Hwy. 171 about 8 miles to Anacoco

Turn left (west) on Hwy 392 and travel about 10 miles to Hwy. 191

Turn right (north) on Hwy. 191 and travel about 0.5 miles. Construction gate is located on the left.

Should you miss the gate, there is another road on the left (Bass Haven Road) a few hundred yards down where you can turn around.

